

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JASON C. ALEXANDER AND A.A., a minor under
the age of eighteen, by his mother and natural
guardian, GLORIA PARKER,

**STIPULATION OF
SETTLEMENT AND ORDER OF
DISMISSAL**

11-CV-3795 (BMC)(JMO)

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE OFFICER
MARCO CHAVEZ, in his individual capacity,
POLICE OFFICER GALINDO, in his individual
capacity, POLICE OFFICER RICHMOND, in his
individual capacity, POLICE OFFICER SLADE, in
his individual capacity, POLICE OFFICER JOHN
DOE, in his individual capacity, and POLICE
OFFICER JANE DOE, in HER individual capacity,

Defendants.

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WHEREAS, plaintiffs JASON C. ALEXANDER AND A.A., a minor under the
age of eighteen, by his mother and natural guardian, GLORIA PARKER, commenced this action
by filing a complaint on or about August 5, 2011, alleging violations of their constitutional and
state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs'
allegations; and

WHEREAS, plaintiffs Jason C. Alexander and Gloria Parker, as mother and
natural guardian of A.A., a minor under the age of eighteen and defendants, now desire to
resolve the issues raised in this litigation, without further proceedings and without admitting any
fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York agrees to pay plaintiff JASON C. ALEXANDER the sum of Ten Thousand Dollars ^{in m} (\$ 10,000), and infant plaintiff A.A., a minor under the age of eighteen, by his mother and natural guardian, GLORIA PARKER, the sum of Twenty-Five Thousand ^{in m} (\$ 25,000), in full satisfaction of all claims, including all claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiffs agree to dismissal of all of the claims brought against named defendants, the City of New York, Police Officer Chavez, Police Officer Galindo, Police Officer Richmond, Police Officer Slade, with prejudice, and to release all of the defendants, including the individuals named herein as "Police Officer John Doe," and "Police Officer Jane Doe," and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action from the beginning of the world to the day of the date of the release, including all claims for costs, expenses, and attorneys' fees.

3. Each plaintiff shall execute and deliver to the defendants' attorney all documents necessary to effect this settlement including, without limitation, a General Release

based on the terms of paragraphs "2" above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiffs shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. In consideration for the sum paid to A.A., as specified in paragraph "2," plaintiff Gloria Parker withdraws and discontinues this action with prejudice as it applies to her infant child A.A.

5. Settlement of this action with respect to A.A.'s claims is conditioned on compliance with the provisions set forth in Rule 83.2 of the Local Civil Rules of this Court ("Settlement of Actions by or on behalf of an Infant or Incompetent or Wrongful Death") and Rule 1207 et seq. of the Civil Practice Laws and Rules for the State of New York. Counsel for plaintiff agrees to provide the Court with all necessary paperwork to effect the infant compromise.

6. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

8. Plaintiffs agree to hold harmless the defendants, the City of New York, Police Officer Chavez, Police Officer Galindo, Police Officer Richmond, Police Officer Slade, "Police Officer John Doe," and "Police Officer Jane Doe," regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendant reserves the right to issue a multiparty settlement checks, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

9. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
October 19, 2011


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(212) 788-1300

By: _____

DARIUS WADIA

By: _____


Joseph A. Marutollo
Assistant Corporation Counsel

SO ORDERED:

s/ BMC

Dated: Brooklyn, New York

Oct 19, 2011


HON. BRIAN M. COGAN
UNITED STATES DISTRICT JUDGE